

**SECRET**

OSA-0440-67  
Copy 2 of 13

31 January 1967

25X1A



SUBJECT: Contract Nos.



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Gentlemen:

1. The limitation of the Government's obligation under contracts with your organization is fixed by the funding authorized and recited in a particular contractual document.

2. Whenever you have reason to believe that the total cost of the contract will be greater than either the estimated cost thereof or in excess of the approved funding, it is requested that you advise the Contracting Officer immediately of the extent of any overrun or additional cost anticipated under the contract with the reasons therefor and detailed cost information in support of the need for such additional funds.

3. You are reminded that you are not to incur costs in performance of a contract in excess of the amounts stipulated in the written contract, unless and until the Contracting Officer notifies you that such excess amounts have been authorized.

4. Further, timely notice is of the essence and authorization to perform additional work or to incur additional costs may come only from the Contracting Officer.

Very truly yours,

THE UNITED STATES OF AMERICA

25X1A



Contracting Officer

**SECRET**

CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES AND CREDITS

25X1A

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Contract No.

25X1A

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Pursuant to the terms of Contract No.  and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder,

(hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government), all rights, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Contracting Officer checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable cost of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this 20th day of May 19 69.

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Manager, Corporate Contracts

25X1A

CERTIFICATE

25X1A I,  certify that I am the Secretary of the corporation named as Contractor in the foregoing assignment; that  who signed said assignment on behalf of the Contractor was then Manager, Corporate Contracts of said corporation; that said assignment was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

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(CORPORATE SEAL)

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Pursuant to the terms of Contract No. [ ] and in consideration of the sum of Eight Hundred Five Thousand Seven Hundred Fifty-Eight and 40 dollars (\$ 805,758.40) which has been or is to be paid under the said <sup>100</sup> contract to [ ]

[ ] (hereinafter called the Contractor) or to its assignees, if any, the Contractor upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government) does remise, release, and discharge the Government, its official agents, and employees, of and from all liabilities, obligations, claims and demands whatsoever under or arising from the said contract except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:
2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the contract, which are not known to the Contractor on the date of execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than six (06) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expense incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 20th day of May 19 69

25X1A

[ ]

Manager, Corporate Contracts

CERTIFICATE

I, [ ] certify that I am the Secretary of the corporation named as Contractor in the foregoing release; that [ ] who signed said release on behalf of the Contractor was then Manager, Corporate Contracts of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

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(CORPORATE SEAL)

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